



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

RP, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on May 8, 2015. I find that the landlord was duly served with this package in accordance with section 89 of the *Act*.

The tenant testified that she sent the landlord a copy of her written and digital evidence package by registered mail on June 1, 2015, by registered mail. The landlord said that he has not received this package. Section 90 of the *Act* establishes that evidence sent by registered mail is deemed received on the fifth day after its mailing. Since the tenant's evidence was not served to the landlord in sufficient time to allow the landlord to respond to that evidence at this hearing, I advised the parties that I would be unable to consider the tenant's written and digital evidence.

Issues(s) to be Decided

Should any repair orders be issued against the landlord? Should the tenant's rent be reduced until repairs to the rental unit are completed?

Background and Evidence

On July 19, 2014, the parties signed a one-year fixed term tenancy agreement for the rental unit covering the period from August 1, 2014 until July 31, 2015. Monthly rent is set at \$850.00, plus utilities, payable on the first of each month. The landlord continues to hold the tenant's \$400.00 security deposit paid on July 17, 2014.

The tenant applied for repairs to the carpet in the rental unit and to the walls and trim of the rental unit. She provided written evidence and sworn testimony that the previous tenant damaged the rental unit before she left and the landlord has not undertaken proper repairs or

painting. At the commencement of the hearing, the tenant advised that the landlord had replaced the carpet in the rental unit and, as a result, the tenant withdrew that portion of her application for repairs.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following terms of settlement:

1. The tenant agreed to contact one of the landlord's contractors to commence the process of undertaking repairs and painting of the walls and trim in the rental unit.
2. The landlord agreed to commence the repair and painting of the walls and trim in the rental unit by June 10, 2015.
3. The landlord agreed to pay for the repair and painting of the walls and trim in the rental unit.
4. The tenant agreed that this settlement agreement constituted a final and binding resolution of the issues identified in her application for dispute resolution.

Conclusion

To give effect to the settlement agreement reached between the parties, I order the landlord to commence the repair and painting of the walls and trim in the rental unit by June 10, 2015.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 03, 2015

Residential Tenancy Branch

